

OFFICE OF THE PRESIDENT, DISTRICT BOARD, HASSAN.

Notification dated 18th May 1925.

The right to collect market fees as noted in Schedules A and B during the official year 1925-26, will be sold by public auction at the places and on the dates noted in Schedule A, from 12 noon to 5 P.M.

2. Persons intending to bid at the sale must attend in person or by a duly accredited agent. Every such person should deposit beforehand an amount equal to one-sixth of the contract amount for the previous year as shown in Schedule A, as earnest money. The deposits of all the bidders, except the first two or three whose bids are to be recommended for acceptance, will be returned at the close of the sale. The deposit of the successful bidder, who will be called the contractor, will be returned only on fulfilment of the contract. The deposits of the remaining bidders will be returned soon after the confirmation of the sale.

3. The sale will not become absolute, until confirmed by the authority noted in Schedule A, who reserves the final power of refusing or accepting without assigning any reason whatever, the highest or any bid that may be offered.

4. The contractor shall, within fifteen days of the receipt of information of confirmation of the sale in his favour, execute an agreement on a duly stamped paper binding himself and his heirs to observe the conditions hereinafter set forth and to be subject to the penalties, forfeitures and liabilities referred to therein and shall furnish, if he does not hold property in Mysore, at least two sureties who own sufficient properties in the Mysore State for the due performance of the contract.

5. The contract shall not be transferred by sale, gift or otherwise or sub-lease without the previous sanction of the President, District Board.

6. The contract amount shall be paid in twelve equal instalments in advance on the first day of every month into the Taluk Board Office.

7. The contractor shall have no claim to the fees recovered from persons compounding the payment of fees in accordance with the standing rules and orders approved by Government.

8. Interest at 9 per cent per annum shall be levied on all overdue amounts till date of payment.

9. The contractor shall collect fees only at the rates and at the place (*viz.*, within the premises of the santhe bazaar) on the shandy days, on the items specified in Schedules A and B.

10. The contractor shall give to the person paying the market fees a proper receipt showing the amount and items and date of payment of market fees.

11. The contractor shall keep at the santhe bazaar, true accounts of the weekly collections and the items on which they were made. These accounts shall be open to the inspection of the Deputy Commissioner, the President and the Vice-President, District Board, the Assistant Commissioner and the Presidents and the Vice-Presidents of Taluk Boards. He shall, if required by the President, District Board or Taluk Board, furnish to the Taluk Board Office, at the end of every month, a true return for the month showing the goods brought into market, in the prescribed form.

12. The contractor shall not be entitled to any remission of the contract amount or to any compensation on account of seasonal conditions or any other cause whatever.

13. The contractor shall conform generally to the provisions of the Local Boards and Village Panchayats Regulation and to the rules and bye-laws in force in respect of this matter. He shall recognise all exemptions made by the statute or rules in force for the time being. He shall pay special attention to the following point:—

(a) A table of authorised fees shall be legibly written in English and Kannada and shall be put up in a conspicuous place near the market.

14. Any breach of the above conditions or rules on the part of the contractor or his servants will entail the forfeiture of the deposit or the levy of a fine not exceeding Rs. 50 for each infringement. If the fine be not paid or in the event of instalments or other sums due are not paid within the prescribed date, it shall be competent to the President, District Board, to suspend further collection of market fee by the contractor and dispose of the right to collect the market fees during the remaining period by a resale or otherwise. The resale will be held at the risk of the defaulting contractor who shall be liable to make good all losses accruing but shall not be entitled to any profits arising from the resale.

15. The imposition of fine or resale of the contract shall be no bar to the prosecution of the contractor or his employees for any offence or to the institution of other legal steps against them under any law in force for the time being.

N.B.—Persons who are in arrears in respect of khists of tolls, ferries and market fees of previous years will not be permitted to bid at the sale.

N. S. NANJUNDIAH,
President,
District Board.